


<b>INVITATION TO BID</b>  STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING				BIDS WILL BE PUBLICLY OPENED:  <div style="font-size: 1.2em; font-weight: bold;">APR 01, 2010    10:00 AM</div>	
=====> <b>VENDOR NO. :</b> <b>SOLICITATION :</b> 2238791 <b>FILE NO. :</b> <b>OPENING DATE :</b> 04/01/10  <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 10px;"></div>		<b>PURCHASING AGENCY NO. :</b> 107001  <b>SEE NO. 8 BELOW. RETURN BID TO</b> <div style="text-align: right;">10:00 AM</div> <div style="display: flex; justify-content: space-between;"> <span>2238791</span> <span>04/01/10</span> </div> <b>OFFICE OF STATE PURCHASING</b> <b>OFFICE OF STATE PURCHASING</b> <b>POST OFFICE BOX 94095</b> <b>BATON ROUGE, LA 70804-9095</b>  <b>BUYER :</b> VANESSA DARGIN <b>BUYER PHONE :</b> (225) 342-8047 <b>DATE ISSUED :</b> 03/09/10 <b>REQ. AGENCY :</b> 107001 <span style="float: right;">FOLD HERE--&gt;</span> <b>OFFICE OF STATE PURCHASING</b> <b>AGENCY REQ. NO. :</b> <b>ISIS REQ. NO. :</b> 1330826 <b>VENDOR PHONE :</b> <b>FISCAL YEAR :</b> 10 <b>CLASS/SUBCLASS :</b> 48540 <b>SCHEDULED BEGIN DATE :</b> 07/01/10 <b>SCHEDULED END DATE :</b> 06/30/11 <b>T-NUMBER :</b> 90154			
<div style="border: 1px solid black; width: 100%; height: 80px; margin: 0 auto;"></div> <p style="font-weight: bold; font-size: 1.1em;">FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.</p>					
CHEMICALS, STERIS BRAND NAME JANITORIAL CONTRACT					
TO BE COMPLETED BY VENDOR					
1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED. 5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).					
INSTRUCTIONS TO BIDDERS					
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. <span style="float: right;">FOLD HERE--&gt;</span> 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____ . 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID. 7. DESIRED DELIVERY: _____ 010DAYS ARO _____ 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.					
<b>VENDOR PHONE NUMBER:</b> <b>FAX NUMBER:</b>		<b>TITLE</b>		<b>DATE</b>	
<b>SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.</b> <b>(MUST BE SIGNED)</b>			<b>NAME OF BIDDER</b> <b>(TYPED OR PRINTED)</b>		

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:</p> <ul style="list-style-type: none"><li>A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;</li><li>B. BID FILLED OUT IN PENCIL; AND</li><li>C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</li></ul> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

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<p>21. NEW PRODUCTS.</p> <p>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.</p> <p>UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.</p> <p>THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY.</p> <p>IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> <li>1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</li> <li>2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</li> <li>3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.</li> </ol>			

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:  
OFFICE OF STATE PURCHASING  
P O BOX 94095  
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING  
CLAIBORNE BUILDING, SUITE 2-160  
1201 NORTH THIRD STREET  
BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

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PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.  
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**\*\*ATTENTION:\*\***

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE:  
[HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP](http://www.wprd.doa.louisiana.gov/osp/lapac/pubmain.asp)  
ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.
- 3 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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<p>4 SUBSTITUTES. ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.</p> <p>5 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.</p> <p>6 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.</p> <p>7 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.</p> <p>8 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.</p> <p>9 VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.</p> <p>10 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF</p>			

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<p>1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>11 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.</p> <p>DO YOU CLAIM THIS PREFERENCE?    YES_____</p> <p>SPECIFY LINE NUMBER(S) : _____</p> <p>_____</p> <p>SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED: _____</p> <p>_____</p> <p>(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)</p> <p>DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE?    YES_____      NO_____</p> <p>IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?</p> <p>YES_____      NO_____</p> <p>FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>12      **** PLEASE NOTE - ACTION NEEDED IN THIS CLAUSE HAS CHANGED**** ***** COOPERATIVE PURCHASE. POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS (DESCRIBED BELOW), MAY BE PERMITTED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING. THE BIDDER MAY, AT ITS OPTION, PERMIT POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS TO PURCHASE FROM ANY CONTRACTS AWARDED AGAINST THIS SOLICITATION. PLEASE CHECK ALL THAT APPLY:</p> <p>_____ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO QUASI STATE AGENCIES OR OTHER POLITICAL SUBDIVISIONS OF THE STATE.</p> <p>_____ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO AGENCIES OF THE UNITED STATES GOVERNMENT.</p> <p>_____ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO OTHER BUYING ORGANIZATIONS (OTHER THAN THE UNITED STATES GOVERNMENT), NOT</p>			

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<p>           _____ LOCATED IN THIS STATE WHICH, IF LOCATED IN THIS STATE, WOULD            _____ QUALIFY AS A PUBLIC PROCUREMENT UNIT.         </p> <p>           13 ACCEPTANCE. UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL            BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF            ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.         </p> <p>           14 CONTRACT REVISIONS. REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE            ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER THE            CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR            VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY            BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS WILL BE            CONSIDERED ONLY ON THE ANNIVERSARY DATE OF THE CONTRACT. EXCEPTIONS            TO THIS WILL BE ALLOWED ONLY WHEN STATE PURCHASING HAS DETERMINED            ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY            THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITIONS.         </p> <p>           CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PURCHASING WHEN            ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL            ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY            THE OFFICE OF STATE PURCHASING MUST BE HONORED. REVISIONS WILL BECOME            EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING OR            DESIGNEE. BIDDER SHOULD INCLUDE WITH BID A LIST OF ALL PERSONS, IN            ADDITION TO THE SIGNER OF THIS BID, WHO ARE AUTHORIZED TO REQUEST            REVISIONS TO THIS CONTRACT.         </p> <p>           15 CONTRACTUAL PERIOD. THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS            FOR AN INITIAL PERIOD, NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDING,            BEYOND THE ANTICIPATED STARTING DATE, MAY RESULT IN A CHANGE IN THE            CONTRACT PERIOD. IF THE SITUATION OCCURS, AN AWARD MAY BE MADE FOR            LESS THAN 12 MONTHS.         </p> <p>           16 QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES            SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE            USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY            ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL            REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS IS            MORE OR LESS THAN THE QUANTITIES SHOWN.         </p> <p>           17 ORDERS. ALL STATE AGENCIES ARE TO ISSUE CONTRACT RELEASE ORDERS FOR            THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE            STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM            CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING, ARE TO ISSUE THEIR            REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO            THE CONTRACT AND ITEM NUMBER.         </p> <p>           18 CANCELLATION            THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH            THIRTY (30) DAYS WRITTEN NOTICE.         </p> <p>           19 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND            SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT         </p>			

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THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV

20 CONTRACT PERFORMANCE EVALUATION  
 IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING. TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO [HTTP://WWW.DOA.LA.GOV/OSP/ONLINEFORMS/SUBMIT/CONTRPERFORMANCE.PDF](http://www.doa.la.gov/osp/onlineforms/submit/contrperformance.pdf) OR CALL FOR A COPY.

AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.

21 LACARTE PROCUREMENT CARD - PROSPECTIVE VENDORS SHOULD BE AWARE THAT THE STATE HAS IMPLEMENTED A PURCHASING CARD PROGRAM, "LACARTE", WHICH USES A VISA CARD PLATFORM. VENDORS WILL BE ABLE TO RECEIVE PAYMENT FROM STATE AGENCIES USING THE CARD IN THE SAME MANNER AS OTHER VISA CARD PURCHASES.

UNDER THE "LACARTE" PROGRAM PURCHASE ORDERS ARE NOT NECESSARY. ORDERS MUST BE PLACED AGAINST THE NET DISCOUNTED PRODUCTS OF THE CONTRACT. ALL CONTRACT TERMS AND CONDITIONS APPLY TO PURCHASES MADE WITH "LACARTE"; HOWEVER, A VENDOR SHALL NOT PROCESS A TRANSACTION FOR PAYMENT THROUGH THE CREDIT CARD CLEARINGHOUSE UNTIL THE PURCHASED PRODUCTS HAVE BEEN SHIPPED OR THE SERVICES PERFORMED.

IF A PURCHASE ORDER IS NOT USED, THE VENDOR MUST KEEP ON FILE A RECORD OF ALL "LACARTE" PURCHASES ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. THE FILE MUST CONTAIN THE PARTICULAR ITEM NUMBER, QUANTITY, LINE TOTAL AND ORDER TOTAL. RECORDS OF THESE PURCHASES MUST BE PROVIDED TO THE OFFICE OF STATE PURCHASING ON REQUEST.

"LACARTE" ACCEPTANCE IS NOT A MANDATORY REQUIREMENT OF THIS CONTRACT NOR WILL IT BE THE EXCLUSIVE METHOD OF PAYMENT BY AGENCIES.

DO YOU AGREE TO ACCEPT "LACARTE" AS A PAYMENT OPTION, SHOULD YOU BE AWARDED THIS CONTRACT?

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

22 LA ECAT - LOUISIANA'S ECAT PROVIDES AN INTERNET-BASED SHOPPING TOOL FOR PLACEMENT OF CONTRACT ORDERS. USERS OF THE CONTRACTS ARE ABLE TO SHOP VIA THE INTERNET, CREATE SHOPPING BASKETS, AND PLACE ORDERS ON-LINE. ORDERS ARE SENT ELECTRONICALLY TO THE VENDOR, WITH EMAIL NOTIFICATION THAT THE ORDER HAS BEEN ISSUED AND IS WAITING FOR THEM TO RETRIEVE IT. AFTER RECEIVING THIS NOTIFICATION, THE CONTRACT VENDOR HAS THE ABILITY TO LOG INTO LA ECAT AND RETRIEVE HIS PURCHASE ORDERS, THEREBY AVOIDING DELAYS ASSOCIATED WITH NORMAL MAIL. MORE INFORMATION



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IS AVAILABLE AT THE FOLLOWING WEBSITE:  
[HTTP://DOA.LOUISIANA.GOV/OSP/ECAT/ECAT.HTM](http://DOA.LOUISIANA.GOV/OSP/ECAT/ECAT.HTM).

IF YOU ARE CURRENTLY ENROLLED IN LA ECAT AND ARE AWARDED THIS CONTRACT, ANY ORDERS PLACED THROUGH LA ECAT WILL BE SENT TO YOU ELECTRONICALLY.

IF YOU ARE NOT CURRENTLY ENROLLED IN LA ECAT, BUT WOULD LIKE TO ENROLL IN THE EVENT YOU ARE AWARDED THIS CONTRACT, SIMPLY PROVIDE THE INFORMATION BELOW.

\_\_\_\_\_ YES, SIGN ME UP FOR FREE PARTICIPATION IN LA ECAT.

COMPANY NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CONTACT PHONE: \_\_\_\_\_

- 23 CONTRACT UTILIZATION - BY SUBMITTING A BID, BIDDER ACKNOWLEDGES THAT HE AGREES TO THE FOLLOWING TERMS THAT WILL BE PART OF ANY RESULTING CONTRACT(S) FROM THIS SOLICITATION:

THIS CONTRACT HAS BEEN DESIGNATED AS A LOUISIANA PRICING SCHEDULE ("LAPS"). THE STATE INTENDS TO USE THE FOLLOWING PROCESS BEFORE PLACING ORDERS UNDER THIS CONTRACT, AND THE CONTRACTOR EXPLICITLY UNDERSTANDS AND AGREES TO THE USE OF THIS PROCESS BEFORE ACCEPTING ORDERS UNDER THIS CONTRACT. WHERE MULTIPLE LAPS CONTRACTS EXIST FOR FUNCTIONALLY EQUIVALENT PRODUCTS AND/OR SERVICES AND THE PROCUREMENT IS ABOVE \$25,000, ALL ELIGIBLE USERS OF THESE CONTRACTS WILL UTILIZE THE FOLLOWING PROCEDURES:

- 1) PREPARE A REQUEST FOR RESPONSES (AN INFORMAL PROCESS USED TO MAKE A BEST VALUE DETERMINATION) THAT INCLUDES, IF APPLICABLE:
  - A) PERFORMANCE-BASED STATEMENT OF WORK THAT INCLUDES SUCH THINGS AS
    - THE WORK TO BE PERFORMED
    - LOCATION OF WORK
    - PERIOD OF PERFORMANCE
    - DELIVERABLE SCHEDULE
    - APPLICABLE PERFORMANCE STANDARDS
    - ACCEPTANCE CRITERIA
    - ANY SPECIAL REQUIREMENTS (E.G., SECURITY CLEARANCES, SPECIAL KNOWLEDGE, ETC.)
    - THE PRODUCTS REQUIRED (USING A GENERIC DESCRIPTION OF PRODUCTS AND FUNCTIONS WHENEVER POSSIBLE).
  - B) IF NECESSARY OR APPLICABLE, A REQUEST FOR SUBMITTAL OF A PROJECT PLAN FOR PERFORMING THE TASK AND INFORMATION ON THE CONTRACTOR'S EXPERIENCE AND/OR PAST PERFORMANCE PERFORMING SIMILAR TASKS.
  - C) A BEST VALUE DETERMINATION IS ONE THAT CONSIDERS, IN ADDITION TO UNDERLYING CONTRACT PRICING, SUCH FACTORS AS:

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<p>           - PROBABLE LIFE OF THE ITEM SELECTED            - ENVIRONMENTAL AND ENERGY EFFICIENCY CONSIDERATIONS            - TECHNICAL QUALIFICATIONS            - DELIVERY TERMS            - WARRANTY            - MAINTENANCE AVAILABILITY            - ADMINISTRATIVE COSTS            - COMPATIBILITY OF AN ITEM WITHIN THE USER'S ENVIRONMENT            - USER'S FAMILIARITY WITH THE ITEM OR SERVICE         </p> <p>           D) A REQUEST FOR SUBMITTAL OF A FIRM-FIXED TOTAL PRICE FOR LABOR AND/OR PRODUCTS WHICH ARE NO HIGHER THAN PRICES IN THE LAPS CONTRACT.         </p> <p>           2) SUBMIT THE REQUEST FOR RESPONSE TO AT LEAST THREE (3) LAPS CONTRACT HOLDERS, WHENEVER AVAILABLE, OFFERING FUNCTIONALLY EQUIVALENT PRODUCTS AND/OR SERVICES THAT WILL MEET THE AGENCY'S NEEDS.         </p> <p>           3) EVALUATE RESPONSES AND SELECT THE CONTRACTOR TO RECEIVE THE ORDER:         </p> <p>           A) AFTER RESPONSES HAVE BEEN EVALUATED, THE ORDER SHALL BE PLACED WITH THE CONTRACTOR THAT REPRESENTS THE BEST VALUE THAT MEETS THE AGENCY'S NEEDS. THE ORDERING AGENCY SHOULD GIVE PREFERENCE TO SMALL ENTREPRENEURSHIPS OR SMALL AND EMERGING BUSINESSES WHEN TWO OR MORE CONTRACTORS CAN PROVIDE THE SERVICES AND/OR PRODUCTS AT THE SAME FIRM-FIXED PRICE.         </p> <p>           B) THE ORDERING AGENCY SHALL DOCUMENT IN THE PROCUREMENT FILE THE EVALUATION OF THE CONTRACTORS' RESPONSES THAT FORMED THE BASIS FOR SELECTION. THE DOCUMENTATION SHALL IDENTIFY THE CONTRACTOR FROM WHICH THE SERVICES AND/OR PRODUCTS WERE PURCHASED, THE SERVICES AND/OR PRODUCTS PURCHASED, AND THE COST OF THE RESULTING PURCHASE ORDER.         </p> <p>           C) PURCHASES SHALL NOT BE ARTIFICIALLY DIVIDED TO AVOID THE RE-REQUIREMENTS OF THIS SECTION WHEN RECURRING REQUIREMENTS FOR SAME PRODUCTS ARE KNOWN.         </p> <p>           4) NOTHING HEREIN RELIEVES A STATE AGENCY FROM FOLLOWING OFFICE OF INFORMATION TECHNOLOGY REQUIREMENTS FOR SUBMISSION OF IT 10 REQUESTS, FOR ANNUAL IT BUDGET REQUESTS, OR MID-YEAR BUDGET ADJUSTMENT         </p> <p>           24 THIS IS A BRAND NAME CONTRACT. THEREFORE, ALL ITEMS BID MUST BE THE BRAND NAME SPECIFIED. ALTERNATE BRANDS WILL NOT BE CONSIDERED.         </p> <p>           25 MATERIAL SAFETY DATA SHEETS (MSDS) AND THE ACTUAL PRODUCT LABEL ARE REQUIRED FOR EACH CHEMICAL AND SHOULD BE SUBMITTED WITH THE BID OR SHALL BE SUBMITTED WITHIN SEVEN (7) DAYS OF REQUEST. THE VENDOR IS RESPONSIBLE FOR UPDATING THE MSDS AND LABELS AND PRESENTING THEM TO THE OFFICE OF STATE PURCHASING AS NEEDED.         </p> <p>           ALL MATERIALS FURNISHED UNDER THIS CONTRACT SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS, RULES AND REGULATIONS FOR THE CHEMICALS LISTED IN THIS CONTRACT, INCLUDING OSHA REGULATIONS STANDARD 29 CRF. ALL PRODUCTS SHIPPED AS PART OF THIS CONTRACT         </p>			

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<p>MUST INCLUDE AN MSDS AND THE CONTAINER SHALL BE PROPERLY LABELED WITH ALL REQUIRED INFORMATION AND WARNINGS.</p> <p>26 PACKAGING AND LABELING: VENDORS ARE ENCOURAGED TO CONSIDER DELIVERY METHODS THAT UTILIZE RECYCLABLE OR REUSABLE PACKAGING MATERIAL AND CONTAINERS, OR THOSE WITH RECYCLED CONTENT.</p> <p>27 AWARD FORMULA: AWARD TO BE MADE TO THE OVERALL LOW BIDDER MEETING THE WRITTEN SPECIFICATIONS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO DELETE LINE ITEM(S) FROM AWARD.</p> <p>28 A BIDDER WHO IS NOT THE MANUFACTURER OF THE PRODUCTS BID SHALL BE AUTHORIZED BY THE MANUFACTURER TO BID AND SELL THE PARTICULAR PRODUCTS. A SIGNED LETTER FROM THE MANUFACTURER CERTIFYING THAT THE BIDDER HAS THE PROPER AUTHORIZATION TO BID AND SELL THE PRODUCTS MAY BE REQUIRED. IF REQUIRED, THE INFORMATION SHALL BE PROVIDED WITHIN SEVEN (7) DAYS OF THE REQUEST.</p> <p>29 THE PURCHASING AGENCY RESERVES THE RIGHT TO INSPECT AND TEST THE DELIVERED MERCHANDISE FOR COMPLIANCE WITH THE BID SPECIFICATIONS. IF MERCHANDISE FAILS TO MEET THE SPECIFICATIONS, THE COST OF TEST AND INSPECTION WILL BE PAID BY THE CONTRACTOR. IF THE MERCHANDISE IS IN COMPLIANCE, COST OF ALL TEST WILL BE PAID BY THE USING AGENCY.</p> <p>30 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.</p> <p>31 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.</p> <p>32 BRAND NAME CONTRACTS ARE EXPECTED TO HAVE \$20,000 USAGE ANNUALLY. THIS USAGE AMOUNT MAY BE WAIVED IN WHOLE OR IN PART DUE TO EXTENUATING CIRCUMSTANCES, IN THE STATE'S BEST INTEREST. THE OFFICE OF STATE PURCHASING WILL CONSIDER CONTRACT PURCHASES FROM BOTH STATE AGENCIES AND POLITICAL SUBDIVISIONS. THE INABILITY OR FAILURE TO TIMELY PRODUCE USAGE REPORTS EVIDENCING ADEQUATE SALES VOLUMES MAY RESULT IN CANCELLATION OF YOUR BRAND NAME CONTRACT FOR A PERIOD OF TWO (2) YEARS.</p> <p>SUCCESSFUL VENDOR SHOULD KEEP A COPY OF ALL ORDERS ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. APPROXIMATELY FOUR (4) MONTHS PRIOR TO THE END OF THE CONTRACT PERIOD VENDOR IS TO BE PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT USAGE REPORT WITH COPIES OF ALL ORDERS.</p> <p>THE USAGE REPORT IS TO INCLUDE THE VENDORS NAME, PHONE AND FAX NUMBERS, THE PERSONS NAME WHO COMPILED THE REPORT, A SUMMARY BY THE LINE ITEM WITH QUANTITY PURCHASED AND TOTAL VALUE OF EACH LINE ITEM. ADDITIONALLY THE REPORT IS TO SUMMARIZE THE TOTAL DOLLAR VOLUME OF THE</p>			



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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: STATEWIDE DELIVERY				
00001	COMMODITY CODE: 485-40-002592  STERIS VESPHENE II SE, PRODUCT CODE #6461-08, ONE-STEP AQUEOUS PHENOLIC DISINFETANT DETERGENT/DEODORANT. 4 X 1 GALLON/CASE  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	CASE		
00002	COMMODITY CODE: 485-40-002592  STERIS STAPHENE SPRAY, PRODUCT CODE 6389-Y3. AEROSOL HARD SURFACE DISINFECTANT/DEODORIZER, 12 X 16 OZ NET PER CASE  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	CASE		
00003	COMMODITY CODE: 485-40-002592  STERIS TBQ, PRODUCT CODE #6345-08. HOSPITAL GRADE AQUEOUS GERMICIDAL DETERGENT. 4 X 1 GALLON/CASE  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	CASE		
00004	COMMODITY CODE: 485-40-002592  STERIS LPH-SE. PRODUCT CODE #6466-08. ONE-STEP AQUEOUS ACID PHENOLIC GERMICI-	700	CASE		

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	DAL DETERGENT, 4 X 1 GALLON/CASE  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00005	COMMODITY CODE: 485-02-114352  STERIS CAGE-KLENZ 180, PRODUCT CODE #1K18-02. ALKALINE CAGE WASH DETERGENT COMPOUND CONCENTRATE FOR USE IN AUTOMATIC CAGE WASHING EQUIPMENT AND AS A DIP OR SOAL. 30 GALLON DRUM  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	6	DRUM	_____	_____
00006	COMMODITY CODE: 485-02-114352  STERIS CAGE-KLENZ 280. PRODUCT CODE #1K28-02. PHOSPHORIC ACID-BASED CLEANER DETERGENT, DESCALER FOR USE IN AUTOMATIC CAGE WASHING EQUIPMENT AD AS A DIP OR SOAK. 30 GALLON DRUM  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	4	DRUM	_____	_____
00007	COMMODITY CODE: 485-02-114352  STERIS FOAM 140, PRODUCT CODE #1D14-05. ALKALINE CLEANER; HIGH-FOAMING, FREE-RINSING, HEAVY-DUTY CONCENTRATED, ALL-PURPOSE CLEANER. 5 GALLON PAIL  SPECIFY BRAND (& NUMBER IF APPLICABLE)	76	EACH	_____	_____

[illegible]